



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

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October 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 4 TO AFFILIATION AGREEMENT WITH CERRITOS
COMMUNITY COLLEGE DISTRICT (1st, 3rd, and 5th Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached Amendment No. 4 to Agreement No. H-202998 with Cerritos Community College District (Exhibit I).

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Amendment No. 4 to Agreement No. H-202998 with Cerritos Community College District will add El Monte Comprehensive Health Center as a new training site for the provision of observational and practical experience for dental hygiene students.

Over the years, the County has entered into affiliation agreements with a variety of educational organizations. The agreements are intended to allow students to obtain observational and practical experience in County health facilities under the supervision of the affiliating educational institutions. The students benefit by receiving experience not available in purely academic settings. Under the agreement, the affiliating educational institutions will be responsible for providing supervision while their students are in training on County premises.

FISCAL IMPACT/FINANCING:

None. There is no monetary payment between the parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The amendment will add newly required standard provisions including the Health Insurance Portability and Accountability Act of 1996, compliance with the County's Jury Service Program and Safely Surrendered Baby Law.

DHS has determined that this agreement does not fall under Proposition A contracting authority and therefore is not subject to the County's Living Wage Program.

Training of the affiliates' students is consistent with the County's Vision Statement of undertaking programs that have public value and DHS' Organizational Goal No. 2, Workforce Excellence, by training students who have the potential of becoming County employees in health care fields.

Attachment A provides additional information.

County Counsel has approved the amendment (Exhibit I) as to use and form.

CONTRACTING PROCESS:

Not Applicable

IMPACT ON CURRENT SERVICES (OR PROJECTS):

None. Approval of the amendment will allow for the provision of observational and practical experience for the affiliates' students at various Department of Health Services facilities.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET/CD1884.PM
9/23/03

SUMMARY OF AGREEMENT AMENDMENT1. Type of Service:

Amendment No. 4 to Agreement No. H-202998 with Cerritos Community College District will add El Monte Comprehensive Health Center as a new training site for the provision of observational and practical experience for dental hygiene students.

2. Name and Address of Affiliate and Contact Person:

Cerritos Community College District

1111 Alondra Blvd.

Norwalk, CA 90650

Contact Person: Pat Stewart, PhD, Director
Dental Hygiene Department

Telephone: (562) 860-2451 x 2557

E-mail: Pstewart@cerritos.edu

3. Training Program:

Clinical Dental Hygiene: El Monte Comprehensive Health Center*
H. Claude Hudson Comprehensive Health Center
Edward R. Roybal Comprehensive Health Center
Hubert H. Humphrey Comprehensive Health Center
Long Beach Comprehensive Health Center

*Amendment No. 4 adds El Monte Comprehensive Health Center to the agreement.

4. Term:

The amendment will become effective upon Board approval and will remain in force until terminated by either party.

5. Financial Information:

There is no monetary payment between the parties.

6. Geographic Area to be Served:

All Districts.

7. Accountable for Program Evaluation:

Hugo Almeida, Administrator, El Monte Comprehensive Health Center

8. Approvals:

Public Health: John F. Schunhoff, Chief of Operations

LAC+USC Healthcare Network: David Runke, Acting Chief Executive Officer

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy

EXHIBIT I

Contract #H-202998

AFFILIATION AGREEMENT

UNIFIED SCHOOL/CERRITOS COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CERRITOS COMMUNITY COLLEGE
DISTRICT (hereafter
"Affiliate").

WHEREAS, reference is made to that certain document entitled
"AFFILIATION AGREEMENT UNIFIED SCHOOL/COMMUNITY COLLEGE DISTRICT"
dated November 16, 1993 and further identified as County
Agreement No. H-202998 (hereafter referred to as "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide
for the changes set forth herein, and

WHEREAS, the parties wish to amend the Agreement to add a
clinical dental hygiene program as a training program hereunder,
with the El Monte Comprehensive Health Center as a new training
site.

Approved by Board of Trustees
Cerritos Community College District
Date: November 6, 2002

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 3, "Facilities", of Exhibit B, "Clinical Dental Hygiene Services", of Agreement shall be amended to read:

"3. Facilities: The following facilities shall be used as County training sites for this program:

- a. H. Claude Hudson Comprehensive Health Center
- b. Edward R. Roybal Comprehensive Health Center
- c. Hubert H. Humphrey Comprehensive Health Center
- d. Long Beach Comprehensive Health Center
- e. El Monte Comprehensive Health Center"

2. Paragraph 7, "SUPERVISION AND INSTRUCTION", of the body of Agreement shall be amended to read as follows:

"7. SUPERVISION AND INSTRUCTION: Students and their instructors shall be subject to the rules and regulations of the DHS' facility to which they are assigned. Among other things, Director shall supply Affiliate with a copy of DHS' Quality Improvement Program Handbook, and Affiliate, its instructors, and students shall comply with this handbook's provisions.

Affiliate shall provide orientation to its instructors and students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on County premises.

Instructors assigned by Affiliate to supervise and instruct at DHS' facilities are subject to approval of Director. Affiliate or Director may discontinue the assignment of any instructor at any time. In the event the discontinuance of an instructor in the program is the result of the "Director's request to Affiliate", Director will provide a written notice explaining the reasons therefore to Affiliate prior to or immediately following such request.

Affiliate shall, through its instructors, provide overall supervision and instruction at the DHS' facilities. DHS shall provide observational opportunity and practical experience. DHS shall retain professional and administrative responsibility for services provided by instructors and students and shall provide sufficient direction to instructors and students and to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and DHS' patients with whom the students and instructors will work will be subject to the approval of Director."

3. Paragraph 13, "INDEMNIFICATION", and Paragraph 14, "INSURANCE", of the body of Agreement shall be deleted in their entirety and replaced to read:

"13. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: The Affiliate shall indemnify, defend and hold harmless the County, its Special Districts,

elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Affiliate's acts and/or omissions arising from and/or relating to this Contract.

B. General Insurance Requirements: Without limiting the Affiliate's indemnification of the County and during the term of this Contract, the Affiliate shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Affiliate's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Paula Morales, Contract Administrator
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract by Contract Number;

- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Affiliate to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Affiliate to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond

shall be executed by a corporate surety licensed
to transact business in the State of California.

- (2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- (3) Failure to Maintain Coverage: Failure by the Affiliate to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Affiliate resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Affiliate, the County may deduct from sums due to the Affiliate any premium costs advanced by the County for such insurance.
- (4) Notification of Incidents, Claims or Suits: Affiliate shall report to the County:
- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the

Affiliate and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Affiliate arising from or related to services performed by the Affiliate under this Contract.
- Any injury to a Affiliate employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Affiliate under the terms of this Contract.

(5) Compensation for County Costs: In the event that the Affiliate fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Affiliate shall pay full compensation for all costs incurred by the County.

(6) Insurance Coverage Requirements for Subcontractors:
The Affiliate shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Affiliate providing evidence of insurance covering the activities of subcontractors, or

- The Affiliate providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

- (1) General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- (2) Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- (3) Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Affiliate is responsible. If the Affiliate's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S.

Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Affiliate is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Affiliate, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of the Contract.

E. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements."

4. Paragraph 14, "EMERGENCY HEALTH CARE", shall be added to the body of Agreement to read:

"14. EMERGENCY HEALTH CARE: El Monte Comprehensive Health Center will provide emergency health care to the Affiliate's assigned students and instructors as required while in the facility, to the extent staff and equipment are available to provide such care. DHS' facilities will not be required to furnish any student or instructor with non-emergency medical care for an illness or injury."

5. Paragraph 18, shall be deleted in its entirety and replaced with new Paragraph 18, "HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996", and shall be added to the body of Agreement to read:

"18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and

externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS. RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND

AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

6. Paragraph 23, "ALTERATION OF TERMS", shall be added to the body of Agreement to read:

"23. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties."

7. Paragraph 24, "ACCREDITATION AND STATE APPROVAL", shall be added to the body of Agreement to read:

"24. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination."

8. Paragraph 25, "COUNTY LOBBYISTS", shall be added to the body of Agreement to read:

"25. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement."

9. Paragraph 26, "COUNTY'S QUALITY ASSURANCE PLAN", shall be added to the body of Agreement to read:

"26. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors."

10. Paragraph 27, "CONTRACTOR RESPONSIBILITY AND DEBARMENT", shall be added to the body of Agreement to read:

"27. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is a Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Affiliate on this Agreement or other contracts, which indicates that Affiliate is not responsible, County may in addition to other remedies provided under this contract, debar Affiliate from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Affiliate may have with County.

C. County may debar Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated any term of this Agreement or other

contract with County, (2) committed any act or omission which negatively reflects on Affiliate's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, Director will notify Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise Affiliate of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Affiliate or Affiliate's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall

contain a recommendation regarding whether Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. If Affiliate fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Affiliate may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any sub-Contractors of Affiliate, vendor, or principal owner of Affiliate, as defined in Chapter 2.202 of the County Code."

11. Paragraph 28, "NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT", shall be added to the body of Agreement to read:

"28. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate shall notify its employees, and shall require each subcontractor. to notify its employees,

that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015."

12. Paragraph 29, "PURCHASING RECYCLED-CONTENT BOND PAPER", shall be added to the body of Agreement to read:

"29. PURCHASING RECYCLED-CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled-content bond paper to the maximum extent possible on the project."

13. Paragraph 30, "TERMINATION FOR IMPROPER CONSIDERATION", shall be added to the body of Agreement to read:

"10. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to the Agreement. In the event of such termination, County shall

be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate. Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts."

14. Paragraph 30, "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall be added to the body of Agreement to read:

"30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 31 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90)

calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement."

15. Paragraph 31, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall be added to the body of Agreement to read:

"31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding

Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's CSSD a completed Principal Owner Information Form (POI Form), Attachment I, along with certifications in accordance with the provisions of Section 2.200.060 of County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), Attachment II. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material

breach of contract upon which County may immediately suspend or terminate this Agreement."

16. Paragraph 32, "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT", shall be added to the body of Agreement to read:

"32. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used."

17. Paragraph 33, "SAFELY SURRENDERED BABY LAW" shall be added to the body of the Agreement to read:

"33. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Attachment III of this Contract."

18. Paragraph 34, "COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM" shall be added to the body of the Agreement to read:

"34. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code attached hereto as Attachment IV. The Jury Service Program applies to both Contractors and their Subcontractors.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Attachment V) (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual

basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, attached hereto as Attachment V, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the

provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's

definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

17. That except for the changes set forth above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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/

Director of Health Services, and Affiliate has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Thomas L. Garthwaite, M.D.,
Director and Chief Medical
Officer

CERRITOS COMMUNITY COLLEGE
DISTRICT

Affiliate
By Dennis Chuning
Title Vice President, Business Services
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AMENDCD1773.pm
02:1443

Exhibit B

CLINICAL DENTAL HYGIENE SERVICES

1. Purpose: The affiliation authorized under this Exhibit allows students from Cerritos Community College District to obtain observational and practical clinical experience in applied Clinical Dental Hygiene Services at Health Services' facilities indicated in Paragraph 3 of this Exhibit.

2. Evaluation: At the end of each County fiscal year - (July 1st through June 30th), an evaluation of the program shall be filed with the administrator of each Health Services' facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 3 hereinbelow. Affiliate shall utilize for this purpose the Health Services' evaluation form dated May 1, 1979, as revised from time to time. Affiliate hereby acknowledges receipt from County representatives of said evaluation form.

3. Facilities: The following facilities shall be used as County training sites for this program:

- a. H. Claude Hudson Comprehensive Health Center
- b. Edward R. Roybal Comprehensive Health Center
- c. Hubert H. Humphrey Comprehensive Health Center
- d. Long Beach Comprehensive Health Center
- e. El Monte Comprehensive Health Center

4. Types/Areas of Experience: The kind of Clinical Dental Hygiene Services experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in direct patient services.
- b. Experience in interrelating with the total health care team at the facility.
- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- e. Experience in working under facility regulations.
- f. Experience with patient records and other required records keeping procedures.
- g. Experience in the application of students' training to clinical experience.

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DEPARTMENT OF HEALTH SERVICES
AFFILIATION AGREEMENT ANNUAL EVALUATION FORM

FROM: _____ TO: _____

Affiliate _____

Dept./Prog./School: _____

County Contract No.: _____

Exhibit No. & Title: _____

STATISTICAL DETAIL:

Total number of students enrolled in field experience program: _____

Total number of hours of field experience received at County Health Services facilities: _____

Number of students who completed entire field experience at County Health Services facilities: _____

Ethnic distribution of students enrolled in field experience program:

Caucasian _____

Latin American _____

African American _____

Other _____

DEPARTMENT OF HEALTH SERVICES - REGIONAL/PROGRAM OFFICE ANNUAL EVALUATION:

Has program achieved its goal?

Signed: _____

(Contract Auditor)

(Title)

Date: _____

c: Contracts and Grants Division
Health Services Regional/Program Office

NB:PEM:5/1/79

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department

Special Projects

P.O. Box 911009

Los Angeles, CA 90091-1009

FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner

Title

Payment Received
From Contractor

1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: 

Date: 7/21/03

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____,
hereby submit this certification to the (County department) _____,
pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an
independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____
is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the CSSD;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____ (City/State) _____ (Telephone No.)
by: Dennis Chuning Dennis Chuning
Vice President, Business Services
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Telephone: (323) 832-7277 or (323) 832-7276

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

TDS-400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

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CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

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- 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor.

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bids) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Dennis Chuning</u>	Title: <u>Vice President, Business Services</u>
Signature: <u>Dennis Chuning</u>	Date: <u>7/31/03</u>